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The following constitutes the order of the court.
Signed September 23, 2014


William J. Lafferty, III
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

In re:	Bankruptcy Case No. 10-44407
Edgardo N. Dacoron and Nenita D. Dacoron,	RS No. CJO-304
Debtors,	Chapter 13
Bank of America, N.A., and its successors and/or assignees,	ORDER FOR ADEQUATE PROTECTION
Movant,	<u>HEARING DATE:</u>
vs.	DATE: July 30, 2014
Edgardo N. Dacoron and Nenita D. Dacoron,	TIME: 9:30 AM
Debtors, and Martha G. Bronitsky, Trustee,	CTRM: 220
Respondents.	

A Motion For Relief From The Automatic Stay ("Motion") was noticed in the within matter and filed by Bank of America, N.A., and its successors and/or assignees ("Movant"). Said Motion was heard before the Honorable William J. Lafferty, United States Bankruptcy Judge on July 30, 2014. There was no pleading in opposition filed.

The Court having read the various pleadings, documents and proceedings herein and proper service having been made, hereby makes its Order as follows:

IT IS HEREBY ORDERED:

1. This Order affects the real property commonly known 176 West Catamaran Circle, Pittsburg CA 94565("the Property").

1 2. The Debtors shall timely tender the regular monthly mortgage payment of
2 \$1,441.17 beginning August 1, 2014 within the grace period as provided by the Note and Deed of
3 Trust. The regular payment is subject to change.

4 3. The Debtors shall cure the post-petition default of \$20,486.69 by making twelve
5 (12) monthly payments of \$1,707.23 commencing August 15, 2014 continuing through and including
6 July 15, 2015. Said payments are in addition to the regular payments.

7 4. In the event the Debtors fail to timely perform any obligations set forth in this
8 Stipulation for Adequate Protection, Movant shall be entitled to notify the Debtors and the Debtors'
9 attorney of record of said default in writing. The Debtor shall have ten (10) calendar days from the
10 date of the written notification to cure the default.

11 5. If the Debtors fail to cure the default, Movant shall be entitled to lodge an Order
12 Terminating the Automatic Stay which includes a waiver of the 14-day stay provided by Bankruptcy
13 Rule 4001(a)(3). A Declaration shall accompany the Order which states that Movant duly notified the
14 Debtors and the Debtors' attorney of record of the default and that the default was not timely cured.
15 The Order may be entered without further hearing.

16 6. Notwithstanding anything contained herein to the contrary, the Debtor shall be
17 entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the
18 preceding paragraph. Once Debtor has defaulted this number of times on the obligations imposed by
19 this stipulation and have been served with this number of notices of default, Movant is relived of any
20 obligation to serve additional notices of default or to provide additional opportunities to cure. If an
21 event of default occurs thereafter, Movant will be entitled, without first servicing a notice of default or
22 providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of
23 perjury setting forth in detail the Debtor's failures to perform thereunder, together with a proposed
24 order terminating the stay, which the court may enter without further notice or hearing.

25 7. All payments made under this Order for Adequate Protection shall be sent
26 to the following address:

27 Bank of America
28 400 National Way
 Simi Valley CA 93065

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2 8. In the event this case is converted to another Chapter of the Bankruptcy Code or
3 the automatic stay is terminated as a matter of law, the terms of this Order shall immediately cease in
4 effect and become null and void.

5 9. Payments made to Movant pursuant to this Order Requiring Adequate
6 Protection shall not prejudice its rights under its Note, Deed of Trust, Notice of Default, or Publication
7 of Sale, if any.

8 10. The Proof of Claim may be amended to include attorney's fees pursuant to the
9 Note and Deed of Trust.

10 **APPROVED AS TO FORM AND CONTENT:**

11 Date: September 23, 2014

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13 /s/ Diana J. Cavanaugh

14 Diana J. Cavanaugh

15 Law Offices of Diana J. Cavanaugh

16 Attorney for Debtors

17 ** END OF ORDER **
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SERVICE LIST

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